

Purchasing Department

140 Stonewall Avenue West, Ste 204 Fayetteville, GA 30214 Phone: 770-305-5420 www.fayettecountyga.gov

DATE: March 17, 2025

Subject: Request for Quotes 2559-A: Human Remains Transport Services

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a quote for the above listed solicitation in accordance with the information and specifications contained herein.

Quotes will be accepted until 3:00pm, Friday, April 11, 2025. Please provide your quote and other information via email to Michelle Sampson, Buyer/Contract Coordinator at msampson@fayettecountyga.gov or fax to (770) 719-5544.

Address any questions you may have about this request for quotes to Michelle Sampson via email to msampson@fayettecountyga.gov or fax to (770) 305-5544. Questions will be accepted until 3:00 p.m., Friday, April 4, 2025.

Purchasing Department office hours are Monday through Friday 8:00 a.m. to 5:00 p.m. The office telephone number is (770) 305-5420.

Sincerely,

Ted L. Burgess

Chief Procurement Officer

TLB/mas

Attachment

GENERAL TERMS AND CONDITIONS

RFQ #2559-A: Human Remains Transport Services

1. Definitions:

- a. **Responder**: A company or individual who submits a quote in response to this RFQ.
- b. Successful Responder: The Responder that is awarded a contract.
- c. Contractor: The Successful Responder, upon execution of the contract.
- d. County: Fayette County, Georgia.
- 2. Quote is Offer to Contract: Each quote constitutes an offer to become legally bound to a contract with the County, incorporating the Request for Quotes and the Responder's quote. The binding offer includes compliance with all terms, conditions, special conditions, specifications, and requirements stated in the Request for Quotes, except to the extent that a Responder takes written exception to such provisions, and the County agrees to the exceptions. All such terms, conditions, special conditions, specifications, and requirements will form the basis of the contract. The Responder should take care to answer all questions and provide all requested information, and to note any exceptions in the quote submission. Failure to observe any of the instructions or conditions in this Request for Quotes may result in rejection of the quote.
- 3. **Binding Offer:** To allow sufficient time for a contract to be awarded, each quote shall constitute a firm offer that is binding for ninety (90) days from the received by date to the date of award.
- 4. **References**: Include with your quote a list of three (3) jobs that your company has done that are of the same or similar nature to the work described in this Request for Quotes, on the form provided. Include all information as requested on the form.
- 5. **Preparation Costs**: The Responder shall bear all costs associated with preparing the quote.
- 6. **More Than One Quote**: Do not submit alternate quotes or options, unless requested or authorized by the County in the Request for Quotes. If a Responder submits more than one quote without being requested or authorized to do so, the County may disqualify the quotes from that Responder, at the County's option.
- 7. **Defects or Irregularities:** The County reserves the right to waive any defect or irregularity in any quote received. In case of a discrepancy between unit prices and extended prices, the unit price will govern unless the facts or other considerations indicate another basis for correction of the discrepancy.
- 8. **Prices Held Firm**: Prices quoted shall be firm for the period of the contract, unless otherwise specified in the quote. All prices for commodities, supplies, equipment, or other products shall be quoted FOB Destination, Fayette County or job site.
- 9. **Quantities are Estimates**: Quantities listed herein are estimates for the period specified. This will be an indefinite-quantity type contract, with County requirements fulfilled on an "as ordered" basis. No guarantee to purchase the amounts shown is intended or implied. The County reserves the right to order larger or smaller quantities at the prices stated in the quote

Quantities listed herein are estimates for the project specified. If the quantity exceeds listed estimates, the County reserves the right to order additional quantities at the prices stated in the bid of the Successful Bidder.

- 10. **Non-Collusion**: By responding to this Request for Quotes, the Responder represents that the quote is not made in connection with any competing Responder, supplier, or service provider submitting a separate response to this Request for Quotes, and is in all respects fair and without collusion or fraud.
- 11. Ethics Disclosure of Relationships: Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the Contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of Purchasing. You must include the letter with any bid, proposal, or price quote you submit to the Purchasing Department.

In the event that a Contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of a county contract for a period of up to three years.

- 12. **Evaluation:** Award will be made to the lowest responsive, responsible Responder, taking into consideration payment terms, vendor qualifications and experience, quality, references, any exceptions listed, and/or other factors deemed relevant in making the award. The County may make such investigation as it deems necessary to determine the ability of the Responder to perform, and the Contractor shall furnish to the County all information and data for this purpose as the County may request. The County reserves the right to reject any item, any quote, or all quotes, and to re-solicit for pricing.
- 13. Payment Terms and Discounts: The County's standard payment terms are Net 30. Any deviation from standard payment terms must be specified in the resulting contract, and both parties must agree on such deviation. Cash discounts offered will be a consideration in awarding the quote, but only if they give the County at least 15 days from receipt of invoice to pay. For taking discounts, time will be computed from the date of invoice acceptance by the County, or the date a correct invoice is received, whichever is the later date. Payment is deemed made, for the purpose of earning the discount, on the date of the check.
- 14. Trade Secrets Confidentiality: If any person or entity submits a bid, proposal, or quote

that contains trade secrets, an affidavit shall be included with the bid, proposal, or quote. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See O.C.G.A. § 50-18-72 (A)(34).

- 15. **Trade Secrets Internal Use:** In submitting a quote, the Responder agrees that the County may reveal any trade secret materials contained in the quote to all County staff and officials involved in the selection process, and to any outside consultant or other third parties who may assist in the selection process. The Responder agrees to hold harmless the County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material which the Responder has designated as a trade secret.
- 16. **Contract Execution & Notice to Proceed**: After an award is made, and all required documents are received by the County, and the contract is fully executed with signature of both parties, the County will issue a written Notice to Proceed. The County shall not be liable for payment of any work done or any costs incurred by any Responder prior to the County issuing the Notice to Proceed.
- 17. **Term of Contract:** The initial term of this agreement shall begin on **Tuesday**, **July 1**, **2025** and continue for a period of one year through **Tuesday**, **June 30**, **2026**. Thereafter, this agreement may be renewed for two additional one-year renewal terms (each a "Renewal Term" and together with the Initial Term, the "Term") if the Contractor requests such renewal at least sixty (60) days prior to expiration of the Initial Term or the then-current Renewal Term. If the Contractor fails to request renewal, this Agreement may terminate at the end of the Initial Term or the then-current Renewal Term. This agreement is subject to the multi-year contractual provisions of O.C.G.A. § 36-60-13(a).
- 18. **Unavailability of Funds**: This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the contract.
- 19. **Insurance**: The Successful Responder shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits as follows:
 - a. **General Liability Insurance**: \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
 - b. **Automobile Liability Insurance**: \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
 - c. Worker's Compensation & Employer's Liability Insurance: Workers Compensation as required by Georgia statute.

Before a contract is executed, the Certificates of Insurance for all required coverage shall be submitted to the County. The certificate shall list an additional insured as follows:

Fayette County, Georgia 140 Stonewall Avenue West Fayetteville, GA 30214

- 20. **Unauthorized Performance:** The County will not compensate the Contractor for work performed unless the work is authorized under the contract, as initially executed or as amended.
- 21. **Assignment of Contract:** Assignment of any contract resulting from this Request for Quotes will not be authorized, except with express written authorization from the County.
- 22. **Indemnification**: The Contractor shall indemnify and save the County and all its officers, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the contract. The Contractor shall pay any judgment with cost which may be obtained against the County growing out of such damages, losses, or expenses.
- 23. **Severability**: The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
- 24. **Delivery Failures:** If the Contractor fails to deliver contracted goods or services within the time specified in the contract or fails to replace rejected items in a timely manner, the County shall have authority to make open-market purchases of comparable goods or services. The County shall have the right to invoice the Contractor for any excess expenses incurred or deduct such amount from monies owed the Contractor. Such purchases shall be deducted from contracted quantities.
- 25. **Termination for Cause**: The County may terminate the contract for cause by sending written notice to the Contractor of the Contractor's default in the performance of any term of this agreement. Termination shall be without prejudice to any of the County's rights or remedies by law.
- 26. **Termination for Convenience**: The County may terminate the contract for its convenience at any time with 10 days' written notice to the Contractor. In the event of termination for convenience, the County will pay the Contractor for services performed. The County will compensate partially completed performance based upon a signed statement of completion.
- 27. **Force Majeure**: Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of

God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.

28. **Governing Law**: This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in proper venue in Fayette County, Georgia.

Checklist of Required Documents

(Be Sure to Return This Checklist and the Required Documents in the order listed below)

RFQ #2559-A: Human Remains Transport Services

Company information – on the form provided	
Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)	(
Pricing sheet	
List of exceptions, if any – on the form provided	
References – on form provided	
Addenda, signed, if any are issued	
OMPANY'S NAME:	

COMPANY INFORMATION RFQ #2559-A: HUMAN REMAINS TRANSPORT SERVICES

A. COMPANY Company Name: _____ Physical Address: Mailing Address (if different): Website (if applicable): B. AUTHORIZED REPRESENTATIVE Signature: Printed or Typed Name: _____ Title: E-mail Address: Phone Number: C. PROJECT CONTACT PERSON Name: _____ E-mail Address:

Phone Number: ____

REFERENCES RFQ #2559-A: Human Remains Transport Services

Please list three (3) references for current or recent customers who can verify the quality of service your company provides. Projects of similar size and scope are preferable.

1. Government/Company Name	
	Email
Government/Company Name	
	Email
3. Government/Company Name	
Contact Person and Title	
	Email
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Contractor Affidavit under O.C.G.A. § 13-10-91(b)(l)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number	Date of Authorization
Name of Contractor	RFQ #2559-A: Human Remains Transport Services Name of Project
Fayette County, Georgia Name of Public Employer	
I hereby declare under penalty of perjury that the foregoing is	s true and correct.
Executed on,, 20 in	(city), (state).
Signature of Authorized Officer or Agent	
Printed Name and Title of Authorized Officer or Agent	
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF, 20	
NOTARY PUBLIC My Commission Expires:	

SCOPE AND SPECIFICATION

RFQ #2559-A: Human Remains Transport Services

INTRODUCTION

Fayette County, Georgia is seeking quotes from qualified contractors for Removal and Transport of Human Remains.

SCOPE OF WORK

- 1. Transport company will provide removal and transport services for remains located within the boundaries of Fayette County, Georgia.
- 2. Remains will be transported between place of death or other location and the Georgia Bureau of Investigation (GBI) Crime Laboratory and/or the Fayette County Morgue Facility.
- 3. Transport will be on call 24 hours a day, 7 days a week, 365 days a year, and must be immediately reachable by phone for transport.
- 4. Transport will be on site to remove remains within one hour of notification.
- 5. Transport will provide a minimum of two employees for removal.
- 6. Transport will deliver all remains in the body bags provided by the coroner.
- 7. Transport vehicles must be licensed and insured by transport company in accordance with county, state and federal regulations.
- 8. Transport driver must be able to communicate with Coroner via cell phone while en route to pick up remains.
- 9. Transport company must furnish all necessary equipment, personnel, means of transportation, labor, and materials with the exception of body bags, to complete the removal and transport of remains.
- 10. Transport must provide a secured Chain of Custody during transport.
- 11. Transport shall be in unmarked vehicles or vehicles bearing only Fayette County identifying markings.

PRICING SHEET

RFQ #2559-A: Human Remains Transport Services

Responder agrees to perform all the work described in the Contract documents for the following prices:

Service	Estimated Trips per Year	Price per Trip	Extended Total
Removal &	per rear		
transport to the GBI Crime Lab	34	\$	\$
Removal & transport to Fayette Co. Morgue Facility	85	\$	\$
Transport from the Morgue Facility to GBI Crime Lab		\$	\$
Total for All Estima	ted Trips		\$

NOTES:

- 1. All applicable charges shall be included in your total quoted amount, including but not limited to materials, equipment, installation, labor, and any other amounts. No additional charges will be allowed after the quote received by date.
- 2. All warranties shall be included in your total quoted amount.

COMPANY'S NAME:	

EXCEPTIONS TO SPECIFICATIONS RFQ #2559-A: Human Remains Transport Services